

**SUMTER COUNTY BOARD OF COMMISSIONERS  
EXECUTIVE SUMMARY**

**SUBJECT:** Set Public Hearing on September 22, 2009, at 5:00 p.m. at Colony Cottage Recreation Center, Parlor Room, 510 Colony Blvd, The Villages, FL for Ordinance to Adopt Interlocal Service Boundary Agreement with the City of Center Hill (Staff recommends approval).

**REQUESTED ACTION:** Set Public Hearing on September 22, 2009, at 5:00 p.m. at Colony Cottage Recreation Center, Parlor Room, 510 Colony Blvd, The Villages, FL for Ordinance to Adopt Interlocal Service Boundary Agreement with the City of Center Hill.

☐ Work Session (Report Only)    **DATE OF MEETING:** 9/8/2009  
☒ Regular Meeting                      ☐ Special Meeting

**CONTRACT:** ☒ N/A                      Vendor/Entity: \_\_\_\_\_  
Effective Date: \_\_\_\_\_                      Termination Date: \_\_\_\_\_  
Managing Division / Dept: \_\_\_\_\_

**BUDGET IMPACT:** \_\_\_\_\_  
☐ Annual                      **FUNDING SOURCE:** \_\_\_\_\_  
☐ Capital                      **EXPENDITURE ACCOUNT:** \_\_\_\_\_  
☒ N/A

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**HISTORY/FACTS/ISSUES:**

On March 4, 2008, the City of Center Hill adopted an initiating resolution for the negotiation of an Interlocal Service Boundary Agreement with the County, pursuant to Chapter 171, Part II, Florida Statutes. On April 8, 2008, the County adopted the responding resolution for the negotiation of an Interlocal Service Boundary Agreement with the City.

Over the past 16 months, the County and City have worked diligently to prepare the Interlocal Service Boundary Agreement. On July 21, 2009, the Board held a joint workshop with the Center Hill City Council to review the proposed Interlocal Service Boundary Agreement. The consensus from the joint workshop was to move forward with adoption of the agreement. Consequently, Staff requests the Board set a public hearing on September 22, 2009, at 5:00 p.m. at the Colony Cottage Recreation Center in The Villages to consider the adoption of an ordinance approving the Interlocal Service Boundary Agreement with the City of Center Hill.

Attached for information is the proposed ordinance, current version of the agreement, and summary of status of agreements with all five cities.

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ORDINANCE NO. 2009-\_\_\_\_

AN ORDINANCE OF SUMTER COUNTY, FLORIDA; ADOPTING THE INTERLOCAL SERVICE BOUNDARY AND JOINT PLANNING AGREEMENT BETWEEN THE CITY OF CENTER HILL AND SUMTER COUNTY; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the County possesses Home Rule powers pursuant to Article VIII, Section 1(g), Florida Constitution and Section 125.01, Florida Statutes: and,

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local government to cooperate with one another on matters of mutual interest and advantage, and provides for interlocal agreements on matters such as annexation and joint planning; and,

WHEREAS, the Municipal Annexation or Contraction Act, Chapter 171, Part I, Florida Statutes, and the Interlocal Service Boundary Agreement Act, Chapter 171, Part II, Florida Statutes, recognizes the use of interlocal service boundary agreements and joint planning agreements as a means to coordinate future land use and public facilities and services, and,

WHEREAS, the Local Government Comprehensive Planning and Land Development Regulation Act, Chapter 163, Part II, Florida Statutes, requires that counties and cities include in their respective planning efforts intergovernmental coordination and mechanisms for identifying and implementing joint planning areas; and,

WHEREAS, the Florida State Comprehensive Plan requires local governments to direct development to those areas which have in place the land and utility resources, fiscal abilities and service capacities to accommodate growth in an environmentally acceptable manner; and,

WHEREAS, the State Comprehensive Plan requires local governments to protect the substantial investment in public facilities that already exist and to plan for and finance new facilities in a timely, orderly, and efficient manner; and,

WHEREAS, the City and the County wish to identify lands that are logical candidates for future annexations, the appropriate land uses and infrastructure needs and provider for such lands, and ensure protection of natural resources; and,

WHEREAS, the extension of the City and County facilities and services are most efficiently provided if the process of long range planning, annexation, and development review processes for the City

and County is clearly identified in advance of County capital planning, commitment, and expenditure; and,

WHEREAS, the City Council and County Commission, after due consideration and deliberation, including joint meetings for the purpose of considering the agreement adopted by this Ordinance, have determined that the lands included in the Municipal Service Area (MSA) described herein will be necessary to reasonably accommodate urban growth projected in the City, and the City is able to provide the appropriate supporting urban infrastructure during the term of this Agreement; and,

WHEREAS, the Agreement adopted pursuant to this ordinance is entered into pursuant to the authority of Article VIII of the Florida Constitution and Chapters, 125, 163, 166 and 171, Florida Statutes (2008); and,

WHEREAS, the City and Sumter County have found a necessity for a Joint Planning Agreement between the City and the County, a fully executed copy of the agreement is attached hereto and made a part of this ordinance, to be codified in full.

NOW THEREFORE, be it ordained by the Board of County Commissioners of Sumter County, Florida, as follows:

SECTION 1. AGREEMENT The Interlocal Service Boundary and Joint Planning Agreement between the City of Center Hill and Sumter County, attached hereto, is hereby adopted and incorporated herein, to be codified as a provision of the Sumter County Code, along with the terms of this Ordinance.

SECTION 2. CONFLICT: All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

SECTION 3. SEVERABILITY: If any section, subsection, sentence, clause, phrase of this ordinance, or any particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby.

SECTION 4. EFFECTIVE DATE This ordinance shall take effect upon final approval by the City Council of the City of Center Hill and the final approval by the Sumter County Commission of an ordinance adopting the attached Joint Planning Agreement, whichever date is later.

DONE AND ORDAINED this \_\_\_\_ day of \_\_\_\_\_, 200\_\_,  
by the Board of Sumter County Commissioners, Sumter County,  
Florida.

GLORIA HAYWARD  
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS  
SUMTER COUNTY, FLORIDA

ATTEST: \_\_\_\_\_  
          Connie Webb, Deputy Clerk    Garry Breeden, Chairman

Approved as to form:

\_\_\_\_\_  
Hogan Law Firm, County Attorney

# **Interlocal Service Boundary and Joint Planning Agreement**

## **City of Center Hill and Sumter County**

**September 8, 2009**

**Prepared by: Sumter County Planning Department  
09/01/2009**

**Interlocal Service Boundary and Joint Planning Agreement  
City of Center Hill and Sumter County**

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**ATTACHMENTS TO THIS AGREEMENT:**

- Map “1”: Current Boundaries of the MSA
- Map “2”: Current Anticipated Future Land Uses in the MSA
- Map “3”: Major Intersecting Roads, Regionally Significant and Emerging Regionally Significant Roads

1  
2                   **MASTER INTERLOCAL SERVICE BOUNDARY**  
3                   **AND JOINT PLANNING AGREEMENT**  
4                   **BETWEEN THE CITY OF CENTER HILL AND SUMTER COUNTY**  
5

6           This Master Interlocal Service Boundary and Joint Planning Agreement (the  
7 “Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2009, by and between  
8 the City of Center Hill (“City”), and Sumter County (“County”).  
9

10           WHEREAS, the City possesses Municipal Home Rule Powers pursuant to Article VIII,  
11 Section 2(b), Florida Constitution and Section 166.021, Florida Statutes; and  
12

13           WHEREAS, the County possesses Home Rule powers pursuant to Article VIII, Section  
14 1(g), Florida Constitution and Section 125.01, Florida Statutes; and  
15

16           WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida  
17 Statutes, encourages and empowers local government to cooperate with one another on matters  
18 of mutual interest and advantage, and provides for interlocal agreements between local  
19 governments on matters such as annexation and joint planning; and  
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21           WHEREAS, the Municipal Annexation or Contraction Act, Chapter 171, Part I, Florida  
22 Statutes, and the Interlocal Service Boundary Agreement Act, Chapter 171, Part II, Florida  
23 Statutes, recognizes the use of interlocal service boundary agreements and joint planning  
24 agreements as a means to coordinate future land use, public facilities and services, and protection  
25 of natural resources in advance of annexation; and  
26

27           WHEREAS, the Local Government Comprehensive Planning and Land Development  
28 Regulation Act, Chapter 163, Part II, Florida Statutes, requires that counties and cities include in  
29 their respective planning efforts intergovernmental coordination and particularly, mechanisms  
30 for identifying and implementing joint planning areas; and  
31

32           WHEREAS, the State Comprehensive Plan requires local governments to direct  
33 development to those areas which have in place the land and water resources, fiscal abilities and  
34 service capacities to accommodate growth in an environmentally acceptable manner; and  
35

36           WHEREAS, the State Comprehensive Plan requires local governments to protect the  
37 substantial investment in public facilities that already exist and to plan for and finance new  
38 facilities in a timely, orderly, and efficient manner; and  
39

40           WHEREAS, the City and the County wish to identify lands that are logical candidates for  
41 future annexations, the appropriate land uses and infrastructure needs and provider for such  
42 lands, and ensure protection of natural resources; and  
43

44           WHEREAS, the extension of the City and County facilities and services are most  
45 efficiently provided if the process and timing of long range planning, annexation, and  
46 development review processes for the City and County are clearly identified and part of a

1 coordinated countywide planning in advance of the City and County capital planning,  
2 commitment, and expenditure; and  
3

4 WHEREAS, the agreement of the County to waive its rights to contest future annexations  
5 within a defined geographic area, pursuant to the conditions provided herein, and refrain from  
6 proposing or promoting any Charter form of governance, pursuant to Chapter 125.60, Florida  
7 Statutes, that negates the terms and conditions of this Agreement are a material inducement to  
8 the City to enter into this Agreement; and  
9

10 WHEREAS, the agreement of the City to undertake annexation, joint planning efforts,  
11 and coordination of public services and infrastructure in a manner that is part of a countywide  
12 planning effort are a material inducement to the County to enter into this Agreement; and  
13

14 WHEREAS, the City Council and County Commission, after due consideration and  
15 deliberation, has determined that the lands included in the Municipal Service Area (MSA)  
16 described herein may be necessary to reasonably accommodate urban growth projected in the  
17 City, and the City is able to provide the appropriate supporting urban infrastructure during the  
18 term of this Agreement; and  
19

20 WHEREAS, the City and the County find that the benefits of intergovernmental  
21 communications and coordination will accrue to both Parties; and  
22

23 WHEREAS, the elected officials of the City and the County have met and negotiated in  
24 good faith to resolve issues relating to annexation and joint planning and coordinated provision  
25 of public services and infrastructure and wish to memorialize their understanding in this  
26 Agreement; and  
27

28 WHEREAS, this Agreement is entered into pursuant to the authority of Article VIII of  
29 the Florida Constitution and Chapters, 125, 163, 166 and 171, Florida Statutes (2008).  
30

31 NOW, THEREFORE, in consideration of the mutual covenants set forth in this  
32 Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the  
33 County agree as follows:  
34

- 35 1. Incorporation of Preamble. The Preamble above is true and correct and incorporated into  
36 this Agreement as if fully set forth herein.  
37
- 38 2. Incorporation of Sub-Agreements. The following sub-agreements, attached hereto, are  
39 fully incorporated as if fully set forth herein and address the issues within the City's  
40 initiating resolution and the County's responding resolution:  
41
  - 42 a. Planning Services
  - 43 b. Water and Sewer Services
  - 44 c. Roads
  - 45 d. Building Services
  - 46 e. Parks and Recreation Services
  - 47 f. Fire Services
  - 48 g. Library Services



- h. Workforce Housing Services
- i. Solid Waste Services
- j. Stormwater Services
- k. Geographic Information Systems
- l. Law Enforcement
- m. Mosquito Control
- n. Animal Control

3. Uniformity of Master and Sub-Agreements. The County is negotiating similar Agreements and Sub-Agreements with other cities in the county. The County shall assure, to the greatest extent feasible, that benefits and responsibilities within the Agreements and Sub-Agreements related to consolidated, county managed local government services which were formerly managed by the cities prior to execution of the agreements shall be equal between each city. If the County grants a greater benefit to any other city, the City shall be given an opportunity to obtain an equivalent benefit. The County shall not deny the City such equivalent benefit unless it would be unreasonable to grant said benefit.

4. Term of Agreement. This Agreement and all attached subagreements shall take effect upon final adoption of the ordinances adopting this agreement enacted by the County and the City. The effective date shall be the date of final adoption by the City or County, whichever is later. The initial term of the Agreement and all subagreements shall be twenty (20) years from the effective date of the Agreement.

5. Renewal of Agreement. Pursuant to Chapter 171.203(12), Florida Statutes, the City and County shall initiate negotiations for the renewal and extension of this Agreement beyond the 20 year term no later than 18 months prior to the termination of the 20 year term.

6. Termination of Agreement. The County or City may terminate this Agreement at anytime upon delivery of a notice of termination to the other Party at least 180 days prior to the proposed date of termination. A Party delivering such a notice of termination as aforesaid may, in such Party's sole discretion, revoke such notice of termination at any time prior to the termination date.

7. Dispute Resolution. The County and City agree to resolve any dispute related to the interpretation or performance of this Agreement in the manner described in this section. Either Party may initiate the dispute resolution process by providing written notice to the other Party. Initiation of the dispute resolution process shall operate as a stay of the action which is the subject of the dispute.

- a. Notwithstanding the foregoing, in the event that either Party determines in its sole discretion and good faith that it is necessary to file a lawsuit or other formal challenge in order to meet a jurisdictional time deadline, to obtain a temporary injunction, or otherwise to preserve a legal or equitable right related to this Agreement, such lawsuit or challenge may be filed, but upon the filing and any other act necessary to preserve the legal or equitable right or to obtain the temporary injunction, the Parties shall thereafter promptly file a joint motion with the reviewing court or administrative law judge requesting that the case be abated in order to afford the Parties an opportunity

1 to pursue the dispute resolution procedures set forth herein. If the abatement is  
2 granted, the Parties shall revert to and pursue the dispute resolution procedures set  
3 forth herein.  
4

5 b. Within ten (10) days of the abatement order, the allegedly aggrieved party shall then  
6 effect the transmittal of a notice of conflict, in the form of a certified letter, to all  
7 governmental bodies involved in the dispute at issue. Upon receipt of the notice,  
8 which shall specify the areas of disagreement, the Parties agree to conduct a conflict  
9 assessment meeting at a reasonable time and place, as mutually agreed upon, within  
10 thirty (30) days of receipt of the notice of conflict.  
11

12 c. If discussions between the Parties at the conflict resolution meeting fail to resolve the  
13 dispute, within forty (40) days of the receipt of the notice described in subparagraph  
14 a, above, the Parties shall conduct mediation in the presence of a neutral third party  
15 mediator. If the Parties are unable to agree upon a mediator, the County shall request  
16 appointment of a mediator by the Chief Judge of the Circuit Court in and for Sumter  
17 County, Florida. The mediation contemplated by this Section is intended to be an  
18 informal and non-adversarial process with the objective of helping the Parties reach a  
19 mutually acceptable and voluntary agreement. The decision-making shall rest solely  
20 with the Parties. The mediator shall assist the Parties in identifying issues, fostering  
21 joint problem-solving and exploring settlement alternatives.  
22

23 d. If the Parties are unable to reach a mediated settlement, within fifty (50) days of the  
24 receipt of the initial notice of conflict, the parties shall hold a joint intergovernmental  
25 meeting. If the joint intergovernmental meeting does not successfully resolve the  
26 issues identified in the notice of conflict, the entities participating in the dispute  
27 resolution procedures described herein may avail themselves of any otherwise  
28 available rights, including the suspension of abatement of existing actions.  
29

30 e. The Parties agree that this dispute resolution procedure satisfies the requirements of  
31 Chapter 164, Florida Statutes.  
32

33 8. Duplication of Services. The Parties hereto agree that if any Party undertakes any action  
34 which will result in overlapping, competition, or duplication in the current service  
35 delivery arrangements or in the future service delivery strategy described in this  
36 Agreement, that Party shall notify the other Parties to this Agreement, in accordance with  
37 Florida law. Further, the transfers of any lands, transportation facilities (including  
38 roadways), parks, or any other public facilities under the terms of this Agreement shall  
39 not be reversed if this Agreement is terminated, except though a separate agreement in  
40 writing approved by both Parties.  
41

42 9. Noticing. All notices, consents, approvals, waivers, and elections that any Party requests  
43 or gives under this Agreement will be in writing and shall be given only by hand delivery  
44 for which a receipt is obtained, or certified mail, prepaid with confirmation of delivery  
45 requested. Notices will be delivered or mailed to the addresses set forth below or as  
46 either Party may otherwise designate in writing.  
47

48 If to the County:

Sumter County  
Attn: County Administrator  
910 N. Main Street  
Bushnell, FL 33513

If to the City:

City of Center Hill  
Attn: City Clerk  
94 S. Virginia Avenue  
Center Hill, FL 33514

Notices, consents, approvals, waivers, and elections will be deemed given when received by they Party for whom intended.

10. Sole Benefit. This Agreement is solely for the benefit of the County and City, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party. Nothing in this Agreement, either expressed or implied, is intended or shall be construed to confer upon or give any person, corporation or governmental entity other than the Parties any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof, and all of the provisions, representations, covenants, and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties and their respective representatives, successors and assigns.
11. Authority. The County and City each represent and warrant to the other its respective authority to enter into this Agreement, acknowledge the validity and enforceability of this Agreement. The County and City hereby represents, warrants and covenants this Agreement constitutes a legal, valid and binding contract enforceable by the Parties in accordance with its terms, and that the enforceability hereof is not subject to any impairment by the applicability of any public policy or police powers.
12. Enforcement. This Agreement shall be enforceable by the Parties hereto by whatever remedies are available in law or equity, including but not limited to injunctive relief and specific performance.
13. Defense. If this Agreement or any portion hereof is challenged by any judicial, administrative, or appellate proceeding (each Party hereby covenanting with the other Party not to initiate or acquiesce to such challenge or not to appeal any decision invalidating any portion of this Agreement), the Parties collectively and individually agree, at their individual sole cost and expense, to defend in good faith its validity through to a final judicial determination, unless both Parties mutually agree in writing not to defend such challenge or not to appeal any decision invalidating any portion of this Agreement.
14. Periodic Review. Each month, during the term of this Agreement, the City Manager or City's designee and County Administrator shall meet to discuss and resolve any issues or concerns related to this Agreement.

- 1 15. Amendments. Amendments may be proffered by either Party at any time. Proposed  
2 amendments shall be in writing and must be approved by a majority of the governing  
3 boards of each Party or shall be considered not adopted.
- 4 16. Supremacy. The Parties agree and covenant, having given and received valuable  
5 consideration for the promises and commitments made herein, it is their desire, intent and  
6 firm agreement to be bound by and observe the terms of this Agreement wherever such  
7 terms are more stringent than those subsequently enacted by the Legislature. Should the  
8 terms of this Agreement conflict with previous agreements between the Parties, the terms  
9 of this Agreement shall control.
- 10 17. Entire Understanding. Except as otherwise set forth herein, this Agreement embodies  
11 and constitutes the entire understanding of the Parties with respect to the subject matters  
12 addressed herein, and all prior agreements, understandings, representations and  
13 statements, oral or written, are superseded by this Agreement.
- 14 18. Governing Law and Venue. The laws of the State of Florida shall govern this  
15 Agreement, and venue for any action to enforce the provisions of this Agreement shall  
16 only be in the Circuit Court in and for Sumter County, Florida. Federal Jurisdiction and  
17 venue, if applicable shall only be in the Middle District of Florida, Tampa Division. If  
18 circumstances arise which cause a conflict between this paragraph and paragraph 7  
19 (“Dispute Resolution”) paragraph 7 shall control.
- 20 19. Severability. Any term or provision of this Agreement that is invalid or unenforceable in  
21 any situation in any jurisdiction shall not affect the validity or enforceability of the  
22 remaining terms and provision hereof or the validity or enforceability of the offending  
23 term or provision in any other situation or in any other jurisdiction.
- 24  
25 20. Compliance with Chapter 171, Part II, Florida Statutes. The Parties agree that this  
26 Agreement meets the requirements of Chapter 171, Part II, Florida Statutes,
- 27 21. Amendment of Intergovernmental Coordination Element of Comprehensive Plans.  
28 Consistent with Section 171.203(9), Florida Statutes, the Parties, within six (6) months of  
29 the effective date of this Agreement, shall amend their respective Intergovernmental  
30 Coordination Elements of their adopted Comprehensive Plans to establish consistency  
31 and compliance with this Agreement.
- 32 22. Future Charter Governance. The Parties agree that in the event the County pursues  
33 implementation of a Charter form of governance, pursuant to Section 125.60, Florida  
34 Statutes, that requires a joint planning agreement or similar agreement as a condition for  
35 future annexations or to otherwise provide restrictions or conditions on planning, design  
36 or regulatory functions and prerogatives currently within the authority of municipalities  
37 located in the County, that this Agreement shall constitute full compliance with such a  
38 requirement. The County agrees to provide the City with notice and an opportunity to  
39 provide Charter language sufficient to accomplish this purpose. During the term of this  
40 Agreement, the County shall not propose or adopt any Charter that negates the terms and  
41 conditions of this Agreement.  
42

1 23. Adoption by County. As required by Section 171.203(14), Florida Statutes (2008),  
2 meetings of the County after final execution of this agreement and all subagreements by  
3 all parties, the County shall adopt this agreement by ordinance pursuant to Section  
4 125.66, Florida Statutes at or before the next regular meeting.  
5

6 24. Adoption by City. As required by Section 171.203(14), Florida Statutes, at or before the  
7 next regular meeting of the City after final execution of this agreement and all its  
8 subagreements by all parties, the City shall adopt this agreement by ordinance pursuant to  
9 Section 166.041, Florida Statutes.  
10

11 **IN WITNESS WHEREOF**, each of the undersigned has executed this Agreement on behalf of  
12 the respective party set forth below, pursuant to the authority granted to each of the undersigned  
13 in the ordinance by which each party approved and adopted this Agreement.  
14  
15  
16

17  
18 **ATTEST:**  
19  
20

21 \_\_\_\_\_  
22 Gloria Hayward, Clerk of the Court  
23

24 **ATTEST:**  
25  
26

27 \_\_\_\_\_  
Diane Lamb, Clerk

**BOARD OF COUNTY COMMISSIONERS,  
SUMTER COUNTY, FLORIDA**

\_\_\_\_\_  
Garry Breeden, Chairman

**CITY OF CENTER HILL**

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1 WHEREAS, the City and the County wish to identify lands that are logical candidates for  
2 urbanized development, the appropriate land uses and infrastructure needs and provider for such  
3 lands, ensure protection of natural resources, and to establish a unified countywide planning  
4 organization; and  
5

6 WHEREAS, the extension of the City and County facilities and services are most  
7 efficiently provided if the process and timing of long range planning and development review  
8 processes for the City and County are clearly identified and part of a unified countywide  
9 planning organization in advance of the City and County capital planning, commitment, and  
10 expenditure.  
11

12 NOW, THEREFORE, in consideration of the mutual covenants set forth in this  
13 Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the  
14 County agree that a coordinated and unified approach to planning, zoning, and development  
15 review will result in development patterns that protect and promote the health and welfare of all  
16 of the citizens of Sumter County and agree that a need exists to change said service delivery  
17 arrangements in the following manner:  
18

19 1. Planning Service Delivery.  
20

- 21 a. The County shall serve as the single, unified point of service for planning,  
22 zoning, and development review issues throughout unincorporated Sumter  
23 County including the City. This service shall be known for purposes of this  
24 Agreement as the "Unified Sumter County Planning Service". The Unified  
25 Sumter County Planning Service will provide staff support and  
26 recommendations to the City's planning or zoning review authority and  
27 governing body. The City's governing body shall retain independent approval  
28 of planning, zoning, and development review issues as provided by local  
29 ordinance and State law.  
30
- 31 b. The Unified Sumter County Planning Service will function and be funded as a  
32 Sub-division under Sumter County Board of County Commissioners.  
33
- 34 c. As needed, certain qualified staff members of City currently responsible for  
35 planning, zoning, and development review functions shall be provided the  
36 opportunity by the County to become employees of the Unified Sumter  
37 County Planning Service. However, the County is not obligated to employ or  
38 compensate every staff member of the City whose employment status is  
39 affected by the implementation of this Agreement.  
40
- 41 d. The County shall be responsible for funding of the staff and operational costs  
42 of the Unified Sumter County Planning Service.  
43
- 44 e. The County and City shall be independently responsible for costs related to  
45 studies for Community Redevelopment Agencies (CRA) or other special  
46 districts. If the parties hereto mutually determine that the cost of these studies  
47 must be shared amongst the affected jurisdictions, then a separate joint  
48 funding agreement is required to be approved by the governing boards of the

1 participating jurisdictions.

- 2
- 3 2. Unified County-City Comprehensive Plan. The County and City agree to prepare and
- 4 adopt a unified Sumter County Comprehensive Plan, consistent with Chapter 163, Part
- 5 II, Florida Statutes. This unified Sumter County Comprehensive Plan shall serve as
- 6 the comprehensive plan required for each jurisdiction pursuant to Chapter 163, Part
- 7 II, Florida Statutes. Preparation and adoption of the unified Sumter County
- 8 Comprehensive Plan shall occur as part of the Evaluation and Appraisal Report
- 9 (EAR) process (Section 163.3191, Florida Statutes) for Sumter County. Sumter
- 10 County's EAR is due to the Florida Department of Community Affairs by January 1,
- 11 2010, and the related amendments to the Comprehensive Plan by February 2011.
- 12
- 13 3. Municipal Service Area.
- 14
- 15 a. The Municipal Service Area (MSA) is defined as the area outside of the City's
- 16 boundary that constitutes a logical area for urbanized development and serves
- 17 as the Joint Planning Area (JPA), as more specifically defined in Section
- 18 171.202(11) and Section 163.3171, Florida Statutes;
- 19
- 20 b. The City shall demonstrate that public services are readily available or
- 21 planned to be provided within a reasonable timeframe within the MSA;
- 22
- 23 c. Consistent with Section 171.203(11) and Section 163.3171, Florida Statutes,
- 24 the County and City shall, at their earliest convenience, incorporate the
- 25 boundaries of the MSA into the Future Land Use Maps of their respective
- 26 Comprehensive Plans or of the Unified Comprehensive Plan, if the Unified
- 27 Comprehensive Plan is adopted;
- 28
- 29 d. The County and City shall transmit their respective Comprehensive Plan
- 30 amendments as soon as possible to assure compliance with any applicable
- 31 requirement of Chapters 163 and 171, Florida Statutes. The City and County
- 32 further agree that if approval of the Comprehensive Plan amendments by the
- 33 Florida Department of Community Affairs exceeds any applicable time
- 34 frames required by Statute for such approval, that this Agreement will remain
- 35 in full force and effect and the Parties will continue to work together to seek
- 36 approval of the required amendments; and
- 37
- 38 e. The MSA is shown on Map 1.
- 39
- 40 4. Global Changes to MSA Boundary. Global changes to the MSA boundary shall be
- 41 by amendment to the Comprehensive Plans of the County and City or Unified
- 42 Comprehensive Plan, if the Unified Comprehensive Plan is adopted, and shall, not be
- 43 effective unless jointly approved by both the County and City or determined through
- 44 dispute resolution.
- 45
- 46
- 47
- 48



1           5. Future Land Use Pattern.  
2

- 3           a. The City and County agree to the generalized future land use pattern for the  
4           MSA shown on Map 2. The City and County shall amend their respective  
5           Comprehensive Plan's or Unified Comprehensive Plan, if the Unified  
6           Comprehensive Plan is adopted, future land use maps to reflect the agreed  
7           future land use pattern. The County shall prepare the required amendments  
8           for the City and County through the Unified Sumter County Planning Service.  
9           If the Florida Department of Community Affairs fails to approve the  
10          amendments, this Agreement will remain in full force and effect and the  
11          Parties will continue to work together to determine the proper future land uses  
12          and obtain approval by the Florida Department of Community Affairs.  
13
- 14          b. The County and City agree to utilize the results of the County's 2008  
15          countywide visioning process to provide a general framework for  
16          development of the generalized future land use pattern.  
17

18          6. Annexation within the MSA. Within the MSA, the City may annex property that is  
19          not contiguous, creates enclaves, or creates pockets with the understanding that the  
20          property proposed for annexation must meet the following criteria:  
21

- 22          a. Consistent with the prerequisites to annexation and consent requirements for  
23          annexation in Section 171.204 and Section 171.205, Florida Statutes;  
24
- 25          b. Utilities are available or scheduled to be provided to the property within five  
26          (5) years;  
27
- 28          c. A road directly impacted by the annexation, meaning such road directly abuts  
29          the property or otherwise provides significant service to the property, meets  
30          concurrency or concurrency deficiencies are mitigated through a binding  
31          agreement;  
32
- 33          d. All other municipal services are available to the site; and  
34
- 35          e. City has adopted the MSA as part of its Comprehensive Plan, as required by  
36          Section 171.203(11), Florida Statutes.  
37

38          7. Minor Amendments to MSA Boundary. The MSA may be expanded to include one  
39          specific property for annexation following joint approval by the City and County.  
40          Approval shall not be unreasonable withheld if the property meets the criteria for  
41          annexation within the MSA and there is no increase in density or intensity of  
42          development. If there is an impasse, the City and County will resolve through the  
43          dispute resolution process.  
44  
45  
46  
47  
48

1       8.   Determination of Properties Partially in the MSA.  
2

- 3           a.   If at least 50% of the area of the property proposed to be annexed is within  
4               the MSA, then the property shall be treated as if it were all within the MSA  
5               for purposes of this Agreement;  
6  
7           b.   If less than 50% of the area of the property to be annexed is within the MSA,  
8               then it shall be treated as outside the MSA for purposes of this Agreement;  
9               and  
10  
11          c.   The above provisions shall not be construed so that a property owner could  
12               not choose to annex a portion of a property inside the MSA.  
13  
14  
15

16                               **End of Planning Service Sub-Agreement**  
17

# Water and Sewer Services Delivery Sub-Agreement

---

This Water and Sewer Services Delivery Sub-Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between the City of Center Hill ("City") and Sumter County ("County").

WHEREAS, the City possesses Municipal Home Rule Powers pursuant to Article VIII, Section 2(b), Florida Constitution and Section 166.021, Florida Statutes; and

WHEREAS, the County possesses powers of self government as provided by general or special law, so long as such acts are in the common interest of the people of the County, said powers being held and exercised pursuant to Article VIII, Section 1(f), Florida Constitution and Section 125.01, Florida Statutes; and

WHEREAS, the County does not provide any water or sewer services and does intend to provide these services except for specific situations described within this Agreement, and the City provides water services within the city and in surrounding unincorporated areas but provides for no sewer services at this time; and

WHEREAS, the County and City recognize the most efficient approach to provide water and sewer services is a coordinated and unified approach between the County and the City; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local government to cooperate with one another on matters of mutual interest and advantage, and provides for interlocal agreements between local governments on matters such as water and sewer services; and

WHEREAS, the Municipal Annexation or Contraction Act, Chapter 171, Part I, Florida Statutes, and the Interlocal Service Boundary Agreement Act, Chapter 171, Part II, Florida Statutes, recognizes the use of interlocal service boundary agreements and joint planning agreements as a means to coordinate public services such as water and sewer services.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree that a coordinated and unified approach to water and sewer services results in a more efficient and effective method of service and promotes the health and welfare for all of the citizens of Sumter County. Therefore, the County and City agree a need exists to implement said service delivery arrangements in the following manner:

1. Municipal Service Area (MSA) and Utility Service Area (USA).

- a. The Municipal Service Area (MSA) is the area designated and defined within the Planning Services Sub-Agreement.
- b. The Utility Service Area (USA) is the area within which the City currently

1 provides or plans to provide water, wastewater, and reclaimed water services,  
2 consistent with Chapter 180, Florida Statutes.

3  
4 c. The County will facilitate discussion with each city in Sumter County to create a  
5 USA for each city. The USA will be established pursuant to and comply with the  
6 requirements of Chapter 180, Florida Statutes.

7  
8 d. The City's USA shall include all areas in the USA it has currently approved and  
9 established through Chapter 180, Florida Statutes, and any area approved by the  
10 County and City pursuant to this Agreement.

11  
12 2. Right of First Refusal.

13  
14 a. The County shall require new development within the USA, which requires  
15 central water and/or sewer services, to connect, if available, to the City's water  
16 and/or sewer system when available.

17  
18 b. Within its respective USA, each city has first right of refusal to provide water,  
19 wastewater, and reclaimed water services to a project.

20  
21 c. If the city in whose USA the project is located cannot serve that project, the  
22 adjacent USA nearest to the project has the first right of refusal.

23  
24 d. If no city can serve the project, the developer may construct a system approved by  
25 the city in whose USA they are located; and if agreed upon by the city and  
26 developer, turn the system over to that city.

27  
28 3. Portion of Property in USA.

29  
30 a. If at least 50% of the area of a property or combined contiguous properties under  
31 the same ownership or control is within the USA, then the property shall be  
32 treated as if it were all within the USA for purposes of this Agreement.

33  
34 b. If less than 50% of the area of a property or combined contiguous properties  
35 under the same ownership or control is within the USA, then it shall be treated as  
36 outside of the USA for purposes of this Agreement.

37  
38 4. Abstention from County Public Water/Wastewater System The County shall abstain  
39 from the development and operation of public water and sewer services within the  
40 USA except in the following circumstances:

41  
42 a. Failure of a private or municipal public water and/or sewer provider or the failure  
43 of a homeowner's association to provide for the service to its customers;

44  
45 b. Failure of or obsolete private wells or septic tanks in an area that would result in a  
46 significant negative impact to public health or environmental resources; and

47  
48 c. The City shall have the right of first refusal to provide the services to the failed

1 water and/or sewer system or areas with failed or obsolete private wells or septic  
2 tanks.

3  
4 5. Fire Hydrants.

- 5  
6 a. The City shall install fire hydrants when constructing new water lines of six (6)  
7 inches or more in diameter; and  
8  
9 b. The fire hydrants shall be spaced in a manner that will reasonably achieve the  
10 goals of the County and City. The City shall space the fire hydrants no further  
11 than 1,200 feet apart.  
12  
13 c. The city shall obtain, purchase or otherwise construct all fire hydrants within the  
14 boundaries of the City or the boundaries of the USA, as well as any fire hydrant  
15 that is pressurized by water provided by City utilities. Sumter County Fire  
16 Rescue will perform its own fire flow tests and perform minor fire hydrant  
17 maintenance, limited to oiling, greasing, and painting. Sumter County Fire  
18 Rescue will provide proper street marking for the fire hydrants. The City shall  
19 perform major repairs of the fire hydrants. The City shall be responsible for any  
20 maintenance of fire hydrants not categorized as “minor” herein.  
21

22  
23 **End of Water and Sewer Service Sub-Agreement**



1 roads for all of the citizens of Sumter County and a need exists to change said service delivery  
2 arrangements in the following manner:

3  
4 1. Service Delivery Agreement.

- 5  
6 a. Sumter County shall retain all roads designated as “Regionally Significant” by the  
7 Lake-Sumter Metropolitan Planning Organization (LSMPO) within the Municipal  
8 Service Area (MSA);  
9  
10 b. Roads designated as “Emerging Regionally Significant” by the LSMPO as indicated  
11 on the attached Map “3” will be maintained by the County for up to three (3) years  
12 after the City annexes 51% of the linear footage of the road in order to allow time for  
13 full consideration of the road to transition its classification to a “Regionally  
14 Significant” road. If the road is not classified as “Regionally Significant” after this  
15 three (3) year period, then the road shall be transferred to the jurisdiction and  
16 maintenance responsibility of the City. However, if at any time prior to or after the  
17 three (3) year period the road becomes classified as “Regionally Significant” by the  
18 LSMPO the County shall maintain, if prior to the three (3) year period, or be  
19 transferred, if after the (3) year period, jurisdiction and maintenance responsibility for  
20 the road;  
21  
22 c. On October 1 2009, all non-“Regionally Significant” County roads within or adjacent  
23 to the existing City boundary shall become roads under the City’s jurisdiction and  
24 maintenance responsibility upon the occurrence of the following condition: At least  
25 fifty-one percent (51%) of the road segment is either within or adjacent to the existing  
26 City boundary;  
27  
28 d. All non-“Regionally Significant” County roads within the MSA shall become roads  
29 under the City’s jurisdiction and maintenance responsibility by segment upon  
30 annexation of at least fifty-one percent (51%) of an agreeable segment;  
31  
32 e. Road segment for purposes of this agreement shall mean the portion of a non-  
33 regionally significant road between two major intersecting roads. Major intersecting  
34 roads shall be those roads as identified on Map “3” and any other road which is not  
35 now designated.  
36  
37 f. The 51% is calculated based on the frontage of annexed parcels on each side of the  
38 road segment between two major intersecting roads; and  
39  
40 g. Once 51% or more of a segment is annexed, the entire road segment between the two  
41 major intersecting roads will be deemed annexed into the City and under the City’s  
42 jurisdiction, and ownership and the City will be fully responsible for all maintenance  
43 and other responsibilities of the road;  
44  
45 h. Any County or City agreements for road improvements with other governmental or  
46 private entities existing at the time of the approval of this Agreement shall remain in  
47 full force and effect except in the case of a conflict with this Agreement, in which  
48 case the terms of this Agreement shall prevail; and,

- 1
- 2 i. The parties recognize that jurisdiction for purposes of all law enforcement issues shall
- 3 be governed by the law enforcement subagreement. The ownership of the road shall
- 4 mean that the party owning the road is responsible for maintenance, upgrades,
- 5 ownership of the right of way and all of the other rights and responsibilities related to
- 6 the roads other than those which fall within the purview of law enforcement.
- 7

8 2. Level of Service. Within the MSA, the City and County will establish the following

9 Level of Service Standards (LOS):

10

11 Interstate, Limited Access Parkways	C
12 Principal Arterials	D
13 Minor Arterials	D
14 Major and Minor Collectors	D
15 Local Streets	D

16

17 If an LOS standard is to be established below what is stated, both City and County must

18 approve the change.

19

20 For Strategic Intermodal System (SIS) Facilities and Transportation Regional Incentive

21 Program (TRIP) Funded roadways, the LOS shall be established by the Florida

22 Department of Transportation (FDOT).

23

24 3. Planning for Roads.

25

- 26 a. Once adopted by the Lake-Sumter Metropolitan Planning Organization (LSMPO), the
- 27 City and County agree to adopt the LSMPO 2035 Long Range Transportation Plan.
- 28 The County shall assure the City has the opportunity to participate in the development
- 29 of the LSMPO 2035 Long Range Transportation Plan;
- 30
- 31 b. Within the MSA, the County and City will work together on the design of roads;
- 32
- 33 c. The City and County agree to create a multi-modal transportation master plan with
- 34 the LSMPO. This plan will include, but not be limited to, mass transit, pedestrian
- 35 trails/sidewalks, bicycle trails, etc.;
- 36
- 37 d. The City and County agree to maintain a Unified Concurrency Management System
- 38 (CMS) through the LSMPO. The City and County agree to update the system when
- 39 applicable including de-minimus trips. The County shall bear the cost of this system;
- 40 and
- 41
- 42 e. The City and County agree to update the CMS with yearly traffic counts.
- 43

44 4. Review of Development within the MSA.

45

- 46 a. Within the MSA, the City and County agree to contract with the LSMPO to review
- 47 all traffic impact studies for development meeting a mutually acceptable threshold;
- 48 and



- 1  
2 b. Within the MSA, the City and County agree to enter into Proportionate Share  
3 Agreements or other similar agreements, for development meeting a mutually  
4 acceptable threshold, with the City, County, developer, and other impacted  
5 jurisdictions to establish required traffic mitigation and responsibility for mitigation.  
6

7 5. Funding.  
8

- 9 a. The County may establish a Municipal Services Benefit Unit (MSBU) or a Municipal  
10 Services Taxing Unit (MSTU) to fund improvements of County or City roads. If the  
11 County wishes to extend the MSTU into the City, it must obtain the agreement of the  
12 City Council. The City may request that the County establish a MSTU in areas of  
13 the City and County to provide funding for improvements to interjurisdictional roads.  
14 If the City requests the establishment of MSTU, then the City shall fund and  
15 complete the necessary studies and analysis to establish MSTU. If a MSTU is  
16 pursued by the County, then the County shall fund the costs of the necessary studies  
17 and analysis to establish the countywide MSTU. If the County and City jointly pursue  
18 a MSTU, then the City shall fund their proportionate share of the costs of the  
19 necessary studies and analysis to establish the joint MSTU. The proportionate share  
20 shall be based on the percentage of the City's population compared to the total  
21 countywide population using the most recent population estimated by BEBR;  
22  
23 b. The City may establish a special assessment within the City limits to fund  
24 improvements of City roads as long as the City meets all of the requirements of  
25 Chapter 170, Florida Statutes.  
26  
27 c. The County shall collect 100% of the applicable County road impact fees within all  
28 areas of the City, to mitigate for impacts to County and State roadways; and  
29  
30 d. Within the City limits, the City may also enact additional road impact fees that do not  
31 duplicate the County's road impact fee; and  
32  
33 e. City and County will work together on funding sources for capital improvements  
34 relative to transportation within the MSA.  
35

36 6. Maintenance.  
37

- 38 a. "Regionally Significant" roads within the MSA: The City and County may enter into  
39 maintenance agreements for certain segments of "Regionally Significant" roads  
40 within the MSA. The County agrees that the City shall be justly compensated for any  
41 and all maintenance subjugated to the City through a maintenance agreement. These  
42 maintenance agreements shall include, but not be limited to:  
43  
44 i. Any mowing, edging, tree trimming, maintenance of shrubs, flowers, trees,  
45 special grasses, ornamentals, or irrigation of rights-of-ways outside the pavement  
46 or edge of curb and within medians;  
47

- 1                   ii. Jurisdiction for all stormwater drainage and retention systems associated with the  
2                   "Regionally Significant" road systems; and  
3  
4                   iii. The cost of maintenance shall be negotiated between the parties on an annual  
5                   basis as part of the budgetary process.  
6  
7                   b. The County will be responsible for all stormwater drainage retention systems  
8                   associated with "Regionally Significant" roads. If the City agrees to mow these  
9                   areas, the City will be justly compensated; and  
10  
11                  c. All non-"Regionally Significant" whose jurisdiction is transferred to the City under  
12                  the terms of this agreement shall be maintained by the City unless otherwise agreed  
13                  to in a separate maintenance agreement.  
14  
15                  7. LSMPO Representation. If and/or when Sumter County has two (2) or more voting  
16                  representatives on the LSMPO Governing Board, then the County shall ask that one of  
17                  the voting members be an annually rotating Sumter County municipality. Once a  
18                  municipality joins the LSMPO Board as an independent voting member, then they will  
19                  not be eligible to participate on the rotation.  
20  
21

**End of Roads Sub-Agreement**

# Building Permitting and Inspection Service Delivery Sub-Agreement

---

This Building Permitting and Inspection Services Delivery Agreement (the "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between the City of Center Hill ("City") and Sumter County ("County").

WHEREAS, the City possesses Municipal Home Rule Powers pursuant to Article VIII, Section 2(b), Florida Constitution and Section 166.021, Florida Statutes; and

WHEREAS, the County possesses powers of self government as provided by general or special law, so long as such acts are in the common interest of the people of the County, said powers being held and exercised pursuant to Article VIII, Section 1(f), Florida Constitution and Section 125.01, Florida Statutes; and

WHEREAS, The County and City each provide building permitting and inspection services within their respective jurisdictions. This independent approach to building permitting and inspections does not allow for the most efficient provision of this service. Currently, there is minimal coordination of building permitting and inspection issues; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local government to cooperate with one another on matters of mutual interest and advantage, and provides for interlocal agreements between local governments on matters such as building permitting and inspection services; and

WHEREAS, the Municipal Annexation or Contraction Act, Chapter 171, Part I, Florida Statutes, and the Interlocal Service Boundary Agreement Act, Chapter 171, Part II, Florida Statutes, recognizes the use of interlocal service boundary agreements and joint planning agreements as a means to coordinate public services such as building permitting and inspections.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree a unified approach to building permitting and inspection services will result in a more efficient and cost effective method of service and promote the safety and welfare of all of the citizens of Sumter County and agree a need exists to change said service delivery arrangements in the following manner:

## 1. Service Delivery Agreement.

- a. The County shall serve as the single, unified point of service for building permitting and inspections services in unincorporated areas of the county and within the City. This service shall be known for purposes of this Agreement as the "Consolidated County/City Building Services". The Consolidated County/City Building Services shall provide the staffing and resources for all building permit application processing, building permit plan review, building inspections, and code enforcement. The Sumter County Building Official shall serve as the

1 Building Official for the City. The building permit processing, review, inspection  
2 services, and code enforcement shall be provided consistent with the City's local  
3 ordinances and State law.  
4

5 b. The Consolidated County/City Building Services will function and be funded as a  
6 Sub-division under Sumter County Board of County Commissioners.  
7

8 c. The County shall be responsible for funding of the staff and operational costs of  
9 the Consolidated County/City Building Services. Funding for the Consolidated  
10 County/City Building Services shall be generated from fees collected for building  
11 permit applications, reviews, and inspections within unincorporated Sumter  
12 County and the City. Fees collected for building permits, reviews, and  
13 inspections within the City shall be based on the City's fee schedule in effect on  
14 September 8, 2009. Each month, the County shall return to the City 20% of fees  
15 collected for building permit applications, reviews, and inspections for properties  
16 within the City.  
17

18 d. The County and City agree to prepare and adopt unified operational procedures  
19 for building permit processing, review, and inspections to assure a high level of  
20 service to customers without undue delay.  
21

22 2. Fire Inspections and Plan Review. Consistent with existing interlocal agreement(s), the  
23 County, through Sumter County Fire Rescue, shall, pursuant to Section 633.0215, Florida  
24 Statutes, and Section 901 of Florida Building Code, utilize the Florida Fire Prevention  
25 Code in providing all fire prevention/safety inspections and complete all fire building  
26 plans reviews within the City and unincorporated areas.  
27

28 **End of Building Services Sub-Agreement**

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1           1. Service Delivery Agreement.  
2

- 3           a. The County shall provide regional passive park and recreational facilities and/or  
4           programs for all citizens of Sumter County. Regional passive park and  
5           recreational facilities and/or programs are parks that are 40 acres or larger and  
6           include natural areas, trails, boat launches, picnicking, camping, nature study, and  
7           other primary uses and activities that are based on the natural features of the park.  
8  
9           b. The County shall abstain from the development or funding of active park or  
10          recreational facilities and/or programs except those funded via a municipal service  
11          benefit unit assessment (MSBU) or municipal service benefit taxing unit (MSTU)  
12          or other funding source approved by the voters of Sumter County (i.e. general  
13          obligation bonds). Active park and recreational facilities include baseball/softball  
14          fields, soccer fields, football fields, basketball courts, and other park or  
15          recreational facilities that are developed for primary uses other than open space  
16          and related activities based on the natural features of the park.  
17  
18          c. The City shall take ownership, by quit claim deed, of any County park that does  
19          not meet the definition of a regional passive park, as defined above, upon the  
20          annexation of a parcel adjacent to the County park.  
21

22          2. Funding.  
23

- 24          a. The City shall maintain the ability to implement fee rates for park and recreation  
25          facilities and programs that differentiate between residents and non-residents of  
26          the City.  
27  
28          b. The City shall maintain sole authority and funding responsibility of all parks and  
29          recreational facilities within its City limits or transferred to City's ownership  
30          under this agreement.  
31  
32          c. The County shall not provide funding to the City for parks and recreational  
33          facilities and programs in the City unless the funding is provided through a  
34          MSBU or MSTU or other dedicated funding source approved by the voters of  
35          Sumter County (i.e. general obligation bonds).  
36  
37          d. The City may request the County to establish a MSBU or MSTU for parks and  
38          recreation. If the City requests the establishment of a MSBU or MSTU, then the  
39          City shall fund and complete the necessary studies and analysis to establish the  
40          MSBU and MSTU.  
41  
42          e. If a countywide MSBU or MSTU is pursued by the County, then the City shall  
43          fund their proportionate share of the costs of the necessary studies and analysis to  
44          establish the countywide MSBU and MSTU. The proportionate share shall be  
45          based on the percentage of the City's population compared to the total countywide  
46          population using the most recent population estimated by BEBR.  
47



# Fire Service Delivery Sub-Agreement

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This Fire Services Delivery Sub-Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between the City of Center Hill ("City") and Sumter County ("County").

WHEREAS, the City possesses Municipal Home Rule Powers pursuant to Article VIII, Section 2(b), Florida Constitution and Section 166.021, Florida Statutes; and

WHEREAS, the County possesses powers of self government as provided by general or special law, so long as such acts are in the common interest of the people of the County, said powers being held and exercised pursuant to Article VIII, Section 1(f), Florida Constitution and Section 125.01, Florida Statutes; and

WHEREAS, the County provides fire prevention and suppression and non-transport emergency medical services in the unincorporated and incorporated areas of the county through the Sumter County Fire District; and

WHEREAS, the County provides funding for fire services through federal and state grants, County General Fund, Sumter County Fire Impact Fees, Sumter County Fire District Municipal Services Benefit Unit Assessment, and Sumter County Fire District Fees; and

WHEREAS, the County and City recognize the most efficient approach to assuring adequate fire protection is a coordinated and unified approach between the County and the City; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local government to cooperate with one another on matters of mutual interest and advantage, and provides for interlocal agreements between local governments on matters such as fire services; and

WHEREAS, the Municipal Annexation or Contraction Act, Chapter 171, Part I, Florida Statutes, and the Interlocal Service Boundary Agreement Act, Chapter 171, Part II, Florida Statutes, recognizes the use of interlocal service boundary agreements and joint planning agreements as a means to coordinate public services such as fire services.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree that a coordinated and unified approach to fire services results in a more efficient and effective method of service and promotes the safety and welfare for all of the citizens of Sumter County and agree a need exists to continue said service delivery arrangements in the following manner:

1. Service Delivery Agreement. The County shall continue to serve as the single, unified point of service for fire prevention and suppression and non-transport



1 emergency medical service through the Sumter County Fire District.  
2

- 3 2. Fire Inspections and Plan Review. Consistent with existing interlocal agreement(s),  
4 the County, through Sumter County Fire Rescue, shall, pursuant to Section 633.0215,  
5 Florida Statutes, and Section 901 of Florida Building Code, utilize the Florida Fire  
6 Prevention Code in providing all fire prevention/safety inspections and complete all  
7 fire building plans reviews within the City and unincorporated areas.  
8

9 **End of Fire Services Sub-Agreement**

# Libraries Service Delivery Sub-Agreement

---

This Libraries Services Delivery Agreement (the "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between the City of Center Hill ("City") and Sumter County ("County").

WHEREAS, the City possesses Municipal Home Rule Powers pursuant to Article VIII, Section 2(b), Florida Constitution and Section 166.021, Florida Statutes; and

WHEREAS, the County possesses powers of self government as provided by general or special law, so long as such acts are in the common interest of the people of the County, said powers being held and exercised pursuant to Article VIII, Section 1(f), Florida Constitution and Section 125.01, Florida Statutes; and

WHEREAS, the County provides library services in the unincorporated areas of the county and within the City; and

WHEREAS, the County provides funding for library services through state grants and County General Fund; and

WHEREAS, the City collects library impact fees;

WHEREAS, the County and City recognize the most efficient approach to assuring library services is a coordinated and unified approach between the County and the City; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local government to cooperate with one another on matters of mutual interest and advantage, and provides for interlocal agreements between local governments on matters such as library services; and

WHEREAS, the Municipal Annexation or Contraction Act, Chapter 171, Part I, Florida Statutes, and the Interlocal Service Boundary Agreement Act, Chapter 171, Part II, Florida Statutes, recognizes the use of interlocal service boundary agreements and joint planning agreements as a means to coordinate public services such as library services.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree a coordinated and unified approach to library services results in a more efficient and effective method of service and promotes the welfare for all of the citizens of Sumter County and agree a need exists to continue said service delivery arrangements in the following manner:

1. Service Delivery Agreement. The County shall continue to serve as the single, unified point of service for libraries in unincorporated areas of the county and within the City.

1           2. Impact Fees.  
2

- 3           a. The City will collect library impact fees until September 30, 2009, at 11:59 p.m.,  
4           after which the City will no longer collect library impact fees; and  
5  
6           b. The City will transfer all library impact fees collected through September 30,  
7           2009, at 11:59 pm. to the County for use in the development of the said new  
8           library or other future library construction or enhancements within the City.  
9

10                           **End of Library Services Sub-Agreement**

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1       1. Service Delivery Agreement.  
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- 3       a. The County shall serve as the single, unified point of service for workforce  
4       housing services in unincorporated areas of the county and within the City.  
5  
6       b. The County shall provide the staffing and resources for promoting and facilitating  
7       the provision of workforce housing.  
8  
9       c. The workforce housing services shall be provided consistent with the County's  
10      and City's local ordinances and State and Federal law.  
11  
12      d. Funding for the Consolidated County/City Workforce Housing Services shall be  
13      generated from state and federal grants and County general fund. This does not  
14      preclude the use of other funding sources that may be implemented by the  
15      County, City, and state or federal governments for workforce housing in the  
16      future.  
17

18      2. Workforce Housing Definition. The definition of "workforce housing" shall be based  
19      on State Housing Initiatives Program (SHIP) income guidelines.  
20

21      3. Mitigation. The County or City will not unreasonably withhold development  
22      approval based on the provision or mitigation of affordable housing by a developer.  
23

24      4. Strategy. The County and City agree to prepare a unified strategy to promote  
25      workforce housing.  
26

27                                   **End of Workforce Housing Services Sub-Agreement**

1                                   **Solid Waste Collection and Disposal**  
2                                   **Delivery Sub-Agreement**  
3  
4                                   \_\_\_\_\_

5       This Solid Waste Collection and Disposal Delivery Sub-Agreement is made and entered into this  
6       \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between the City of Center Hill (“City”) and  
7       Sumter County (“County”).  
8

9               WHEREAS, the City possesses Municipal Home Rule Powers pursuant to Article VIII,  
10       Section 2(b), Florida Constitution and Section 166.021, Florida Statutes; and  
11

12              WHEREAS, the County possesses powers of self government as provided by general or  
13       special law, so long as such acts are in the common interest of the people of the County, said  
14       powers being held and exercised pursuant to Article VIII, Section 1(f), Florida Constitution and  
15       Section 125.01, Florida Statutes; and  
16

17              WHEREAS, the County is required by Florida Statutes to provide a point of collection  
18       and disposal of solid waste for all of Sumter County; and  
19

20              WHEREAS, the County provides a point of collection and disposal for solid waste for the  
21       City at the County’s existing solid waste facility; and  
22

23              WHEREAS, the City does not provide any solid waste collection or disposal services;  
24       and  
25

26              WHEREAS, the County and City recognize the most efficient approach to provide solid  
27       waste collection and disposal services is a coordinated and unified approach between the County  
28       and the City; and  
29

30              WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida  
31       Statutes, encourages and empowers local government to cooperate with one another on matters  
32       of mutual interest and advantage, and provides for interlocal agreements between local  
33       governments on matters such as solid waste collection and disposal services; and  
34

35              WHEREAS, the Municipal Annexation or Contraction Act, Chapter 171, Part I, Florida  
36       Statutes, and the Interlocal Service Boundary Agreement Act, Chapter 171, Part II, Florida  
37       Statutes, recognizes the use of interlocal service boundary agreements and joint planning  
38       agreements as a means to coordinate public services such as solid waste collection and disposal  
39       services.  
40

41              NOW, THEREFORE, in consideration of the mutual covenants set forth in this  
42       Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the  
43       County agree a coordinated and unified approach to solid waste collection and disposal services  
44       result in a more efficient and effective method of service and promotes the health and welfare for  
45       all of the citizens of Sumter County and agree a need exists to continue said service delivery  
46       arrangements in the following manner:  
47

1       1. Service Delivery Agreement.  
2

3           a. The County shall continue to provide the City the single point of collection and  
4           disposal at the County's solid waste facility and at any future facilities developed  
5           by the County.  
6

7           b. The City shall utilize the County's solid waste facility when economically  
8           feasible.  
9

10       2. Fees. The County shall continue to fund the solid waste collection and disposal  
11       services through fees by private collectors, tipping fees by the County, County  
12       recyclable revenues, and state grants. This does not preclude other future funding  
13       sources that may be implemented by the County or City.  
14

15                               **End of Solid Waste Services Sub-Agreement**

# Stormwater Management Service Delivery Sub-Agreement

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This Stormwater Management Service Delivery Agreement (the "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between the City of Center Hill ("City") and Sumter County ("County").

WHEREAS, the City possesses Municipal Home Rule Powers pursuant to Article VIII, Section 2(b), Florida Constitution and Section 166.021, Florida Statutes; and

WHEREAS, the County possesses powers of self government as provided by general or special law, so long as such acts are in the common interest of the people of the County, said powers being held and exercised pursuant to Article VIII, Section 1(f), Florida Constitution and Section 125.01, Florida Statutes; and

WHEREAS, the County and the City strive to achieve a high level of cooperation and coordination in their management of stormwater for the residents of Sumter County; and

WHEREAS, the County and the City share the primary objective to efficiently provide stormwater management to all residents of Sumter County; and

WHEREAS, as the City continues to grow through annexation and other infill development, the City will trigger the need for compliance with the National Pollutant Discharge Elimination System (NPDES) regulations; and

WHEREAS, the City lacks the expertise or resources to effectively address the NPDES regulations; while the County has the expertise and resources to effectively address the NPDES regulations; and

WHEREAS, the City desires to implement a master stormwater system for the city; and

WHEREAS, the County is currently working with the Southwest Florida Water Management District (SWFWMD) to study drainage basins throughout the county that may assist in the development of a master stormwater system for the City;

WHEREAS, the County and City recognize the most efficient approach to provide stormwater management is a coordinated and unified approach between the County and the City; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local government to cooperate with one another on matters of mutual interest and advantage, and provides for interlocal agreements between local governments on matters such as stormwater management; and

WHEREAS, the Municipal Annexation or Contraction Act, Chapter 171, Part I, Florida Statutes, and the Interlocal Service Boundary Agreement Act, Chapter 171, Part II, Florida



1 Statutes, recognizes the use of interlocal service boundary agreements and joint planning  
2 agreements as a means to coordinate public services such as stormwater management.  
3

4 NOW, THEREFORE, in consideration of the mutual covenants set forth in this  
5 Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the  
6 County agree a coordinated and unified approach to stormwater management results in a more  
7 efficient and effective method of service and promotes the health and welfare for all of the  
8 citizens of Sumter County and agree a need exists to implement said service delivery  
9 arrangements in the following manner:  
10

11 1. Service Delivery Agreement.  
12

- 13 a. At such time when the City triggers the need for compliance with NPDES  
14 regulations, the County shall provide oversight and management of the City's  
15 compliance with the NPDES regulations.  
16  
17 b. The City shall be responsible for the capital and maintenance costs related to the  
18 infrastructure for compliance with NPDES regulations. However, for  
19 infrastructure that provides benefits for property outside of the city limits, the  
20 County and City shall prepare a separate funding agreement to share in the cost  
21 and maintenance of the mutually benefiting infrastructure.  
22  
23 c. The County shall provide development review services related to stormwater  
24 systems for development projects within the City.  
25  
26 d. The County and City shall include stormwater management coordination within  
27 the separate Road Service Delivery Agreement.  
28

29 2. Drainage Basin Studies. The County shall include the City as a participant in the  
30 drainage basin studies with SWFWMD for those drainage basins that directly impact the  
31 City.  
32

33 3. Stormwater Design within the MSA. The County shall require development within  
34 unincorporated areas of the County within the defined Municipal Service Area (MSA) to  
35 coordinate their stormwater management design and facilities with the City's stormwater  
36 master planning efforts.  
37

38 **End of Stormwater Services Sub-Agreement**  
39

# Geographic Information Systems Service Delivery Sub-Agreement

---

This Geographic Information Systems (GIS) Services Delivery Sub-Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between the City of Center Hill ("City") and Sumter County ("County").

WHEREAS, the City possesses Municipal Home Rule Powers pursuant to Article VIII, Section 2(b), Florida Constitution and Section 166.021, Florida Statutes; and

WHEREAS, the County possesses powers of self government as provided by general or special law, so long as such acts are in the common interest of the people of the County, said powers being held and exercised pursuant to Article VIII, Section 1(f), Florida Constitution and Section 125.01, Florida Statutes; and

WHEREAS, the County and City separately operate and maintain geographic information systems; and

WHEREAS, the County and City recognize the most effective approach to assuring efficient and effective geographic information system services is a coordinated approach between the County and the City; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local government to cooperate with one another on matters of mutual interest and advantage, and provides for interlocal agreements between local governments on matters such as geographic information systems; and

WHEREAS, the Municipal Annexation or Contraction Act, Chapter 171, Part I, Florida Statutes, and the Interlocal Service Boundary Agreement Act, Chapter 171, Part II, Florida Statutes, recognizes the use of interlocal service boundary agreements and joint planning agreements as a means to coordinate public services such as geographic information systems.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree that a coordinated approach to geographic information systems services will result in a more efficient and effective method of service and promote the efficient and effective use of geographic information system data for all of the citizens of Sumter County and agree a need exists to continue said service delivery arrangements in the following manner:

## 1. Service Delivery Agreement.

- a. The County shall provide and maintain a GIS base platform, which shall include database and mapping information.
- b. The County shall provide GIS mapping services to the City.

1 c. If desired, the City shall be responsible for any/all physical connectivity to the  
2 County GIS in a manner acceptable to the County.  
3

- 4 2. GIS Data Updates. The City and County shall send GIS data updates to each other, or  
5 any other agency requesting the data, on the first of every month or as requested.  
6 Updates shall be provided through the posting of the data to the County's ftp site or in  
7 another manner (CD-ROMs, email, direct connection, etc.) acceptable to both parties.  
8  
9 3. 911 Addressing. The County shall be responsible for all 911 addressing within the  
10 City.  
11  
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**End of GIS Services Sub-Agreement**

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1 responsible for law enforcement within the incorporated boundaries of the City.

- 2
- 3 2. The incorporated boundaries of the City shall include those areas annexed into
- 4 the City including those areas annexed pursuant to the Planning Services
- 5 subagreement and the MSA as defined in the Planning Services subagreement.
- 6
- 7 3. Within the MSA, all law enforcement jurisdiction shall remain with the County in
- 8 all areas which have not been annexed into the City.
- 9
- 10 4. For purposes of law enforcement jurisdiction, a road right of way and road
- 11 contained in a road segment shall be considered annexed into the City at the time
- 12 of annexation of at least 51% of the parcels on each side of a road segment
- 13 between two major intersecting roads as defined in the Road Services
- 14 subagreement.
- 15

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17 **End of Law Enforcement Services Sub-Agreement**

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WHEREAS, the City possesses Municipal Home Rule Powers pursuant to Article VIII, Section 2(b), Florida Constitution and Section 166.021, Florida Statutes; and

WHEREAS, the County and the City strive to preserve a high quality of life and public health for the residents of Sumter County; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local government to cooperate with one another on matters of mutual interest and advantage; and

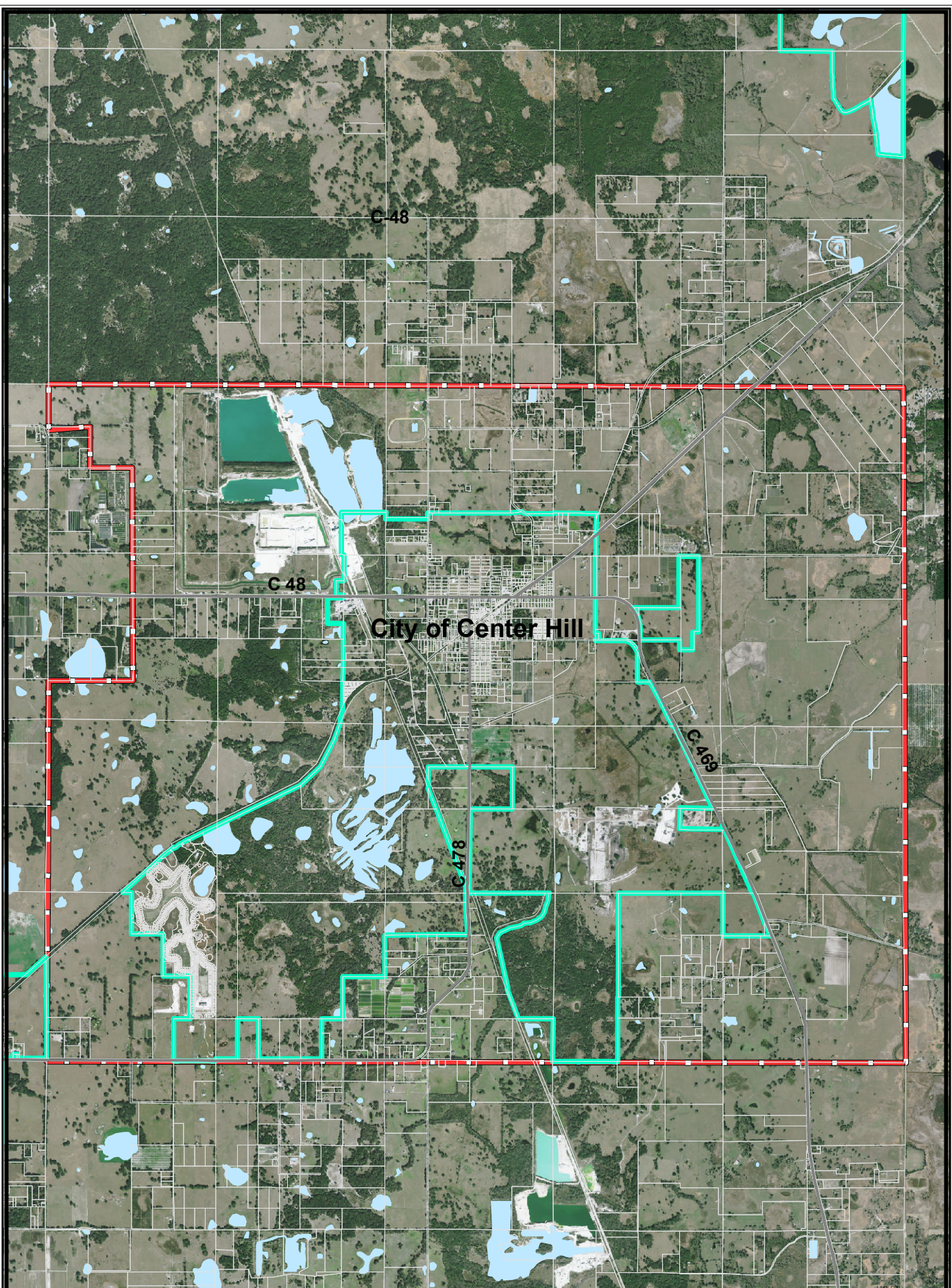
NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree that a coordinated approach to mosquito control will protect and promote the health and welfare of all of the citizens of Sumter County, and therefore state:

Sumter County shall provide mosquito control service to the areas in and abutting the incorporated boundaries of the City. Mosquito control shall be implemented using generally accepted pesticide and prevention practices, consistent with all applicable state and federal regulations and applicable provisions of the Sumter County Code.

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Existing City Limits

City of Center Hill MSA

**MAP 1**  
**CURRENT BOUNDARIES OF THE MSA**  
**CITY OF CENTER HILL**



0 0.2 0.4 0.6 0.8 Miles



**MAP 2  
CURRENT ANTICIPATED  
FUTURE LAND USES  
IN THE MSA  
CITY OF CENTER HILL**

0 0.25 0.5 0.75 1 Miles



*Maintain Rural Residential/Agricultural Development Pattern*

*Commercial/Industrial  
Corridor*

C-48

**City of Center Hill**

*Commercial/Industrial Corridor*

C 469

C 478

C 478



County Urban Development Boundary



Existing City Limits



City of Center Hill MSA

**Future Land Use - Adopted County**



Agriculture



Industrial







Rural Residential (1 du/acre)

**Map 3**  
Major Intersecting Roads,  
Regionally Significant and  
Emerging Regionally Significant Roads

**ROAD JURISDICTION**

- DO NOT TRANSFER
- TRANSFER JURISDICTION
- EMERGING REGIONALLY SIGNIFICANT ROAD
- REGIONALLY SIGNIFICANT ROAD

1:32,000

 DO NOT TRANSFER  
 TRANSFER JURISDICTION  
 EMERGING REGIONALLY SIGNIFICANT ROAD  
 REGIONALLY SIGNIFICANT ROAD

 REGIONALLY SIGNIFICANT ROAD



Status of Interlocal Service Boundary Agreements

9/01/2009

Level of Discussion		Service Agreements						
		Planning			Water/ Wastewater		Roads	
Staff	Elected Officials	Consolidated	Coordinated	Consolidated	Coordinated	Consolidated	Coordinated	
City of Bushnell			X		X			X
City of Center Hill	X	X			X			X
City of Coleman		X	X		X			X
City of Webster	X	X			X			X
City of Wildwood	X		X		X			X

		Service Agreements						
		Parks			Fire		Library	
Consolidated	Building	Coordinated	Consolidated	Coordinated	Consolidated	Coordinated	Consolidated	Coordinated
City of Bushnell		X		X	X		X	
City of Center Hill	X			X	X		X	
City of Coleman	X			X	X		X	X
City of Webster	X			X	X		X	
City of Wildwood		X		X	X		X	

		Service Agreements					
		Housing		Solid Waste		Stormwater	
Consolidated		Coordinated		Consolidated	Coordinated	Consolidated	Coordinated
City of Bushnell	X		X	X			X
City of Center Hill	X		X	X			X
City of Coleman	X		X	X			X
City of Webster	X		X	X			X
City of Wildwood	X		X	X			X

Service Agreements									
GIS			Police		Mosquito Control		Animal Control		
Consolidated	Coordinated		Consolidated	Coordinated	Consolidated	Coordinated	Consolidated	Coordinated	
	X			X	X		X		
X				X	X		X		
X				X	X		X		
X				X	X		X		
	X			X	X		X		